



SIGNED THIS 8th day of June, 2022

THIS ORDER HAS BEEN ENTERED ON THE DOCKET.
PLEASE SEE DOCKET FOR ENTRY DATE.

A handwritten signature in cursive script, reading "Rebecca B. Connelly".

Rebecca B. Connelly
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

IN RE:
CYNTHIA DEAVER FORSMAN, A/K/A
CYNTHIA D FORSMAN A/K/A CYNDI
M SEAY A/K/A CYNTHIA DEAVER-
SEAY

BCN#: 19-50909-RBC
Chapter: 13

Debtor

Carrington Mortgage Services, LLC
or present noteholder,

Movant/Secured Creditor,

v.

CYNTHIA DEAVER FORSMAN, A/K/A
CYNTHIA D FORSMAN A/K/A CYNDI
M SEAY A/K/A CYNTHIA DEAVER-
SEAY

Debtor

ORDER APPROVING LOAN MODIFICATION AGREEMENT

THIS MATTER came before the Court on the Motion for Authority to Modify Existing Debt (the "Motion") of Carrington Mortgage Services, LLC, a secured creditor herein, by counsel, the Motion having duly been served; and was argued by counsel.

UPON CONSIDERATION WHEREOF, it appearing to the Court:

1. That Carrington Mortgage Services, LLC has complied with Local Bankruptcy Rule 6004-4.
2. That no parties in interest have filed any timely objection to the Motion.
3. That a fully executed copy of the Loan Modification Agreement (the "Agreement") was filed as an exhibit to the motion on May 4, 2022.
4. That the Debtor seeks to modify the terms of the existing loan of Carrington Mortgage Services, LLC, which is secured by the real property and improvements commonly known as 72 Lofty Circle, Stuarts Draft, VA 24477.
5. That in accordance with the above, Carrington Mortgage Services, LLC has requested approval from the Court to modify its existing loan, secured by the subject real property and improvements, which property is more particularly described hereinbelow:

All that certain lot or parcel of land, situate in the Riverheads District of Augusta County, Virginia, designated as Lot 150, as shown on a plat entitled "Subdivision Plat For Overlook, Phase 2, Riverheads District, Augusta County, Virginia", made by Paul D. Julian, Land Surveyor, dated October 18, 2010, revised November 18, 2010, recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, in Plat Book 1, pages 7932 and 7933.

BEING the same property conveyed to Robert L. Forsman and Cynthia D. Forsman, husband and wife by deed from Lofton Leasing, LLC dated June 28th, 2012 and recorded in the Clerk's Office of the Circuit Court of Augusta County Virginia, immediately prior hereto.

- A. As of May 1st, 2022 (the "Modification Effective Date"), the modified amount payable, the Unpaid Principal Balance is \$134,452.56 (the New Principal Balance").
- B. The applicable interest rate under the Agreement is 3.875% per annum.
- C. The date of maturity of the Note as modified by the Agreement is April 1, 2052 (the "Maturity Date").
- D. The modified monthly principal and interest payment is \$632.25 (the "Modified Payment"), which amount represents a decrease from the original principal and interest payment in the amount of \$687.32. The aforementioned amounts are inclusive of principal and interest only and do not include any optional or other items which may be included in the total payment which is due monthly. The total monthly

payment amount due under the Agreement dated March 22, 2022 is \$815.79, which includes escrow of \$183.54 a month. The future total monthly payment is subject to periodic adjustment as to escrow deposits tendered for payment of "Escrow Items" in accordance with applicable law and/or the credit/security agreement.

- E. All unpaid interest and arrears due as of the Modification Effective Date have been capitalized.

It appearing to the Court that good cause for the Motion has been shown by Carrington Mortgage Services, LLC; that the proposed loan modification is beneficial to the Debtor based upon the capitalization of the unpaid interest and arrears due thereunder; accordingly, it is hereby

ORDERED that Carrington Mortgage Services, LLC's Motion for Authority to Modify Existing Debt be and hereby is, granted; it is further

ORDERED that the Debtor is authorized to modify the loan on the subject real property and improvements more particularly described hereinabove and to execute any and all such documents as are necessary to complete the transaction; it is further

ORDERED that in accordance with the Loan Modification Agreement which capitalized all remaining pre-petition interest and arrears as of the Modification Effective Date, the Trustee be, and hereby is, relieved from making further payment on the arrearages in claim number seven (7), if any, represented in the claim filed herein by Carrington Mortgage Services, LLC.

END OF ORDER

I ask for this:

/s/ Mary F. Balthasar Lake

Malcolm B. Savage, III, Esquire
William M. Savage, Esquire
Mary F. Balthasar Lake, Esquire
Gregory N. Britto, Esquire

Counsel for Movant

Seen; Agreed:

/s/ Roland S. Carlton, Jr. with express permission

Roland S. Carlton, Jr.
Counsel for Debtor

/s/ Herbert L Beskin with express permission

Herbert L Beskin(82)
Trustee

Copies of this order are to be sent by Movant to:

Herbert L Beskin(82) Chapter 13 Trustee
123 East Main St., Ste. 310
Charlottesville, VA 22902

Roland S. Carlton, Jr. Debtor(s) Attorney
Carlton Legal Services, PLC
118 MacTanly Place
Staunton, VA 24401

Cynthia Deaver Forsman a/k/a Cynthia D Forsman a/k/a Cyndi M Debtor(s)
Seay a/k/a Cynthia Deaver-Seay
72 Lofty Circle
Stuarts Draft, VA 24477